

## PREMERA BLUE CROSS/PREMERA OF ALASKA TRANSFER OF ASSETS AGREEMENT

THIS TRANSFER OF ASSETS AGREEMENT (this “**Agreement**”) is entered into as of [\_\_\_\_], 200[ ] (the “**Closing Date**”) by and between Premera Blue Cross, a Washington nonprofit corporation (“**Premera Blue Cross**”), and [Premera Blue Cross Blue Shield of Alaska Corp.], an Alaska corporation (“**Premera of Alaska**”).

### RECITALS

WHEREAS, as a result of the planned dissolution of Premera Blue Cross, PREMERA, a Washington nonprofit miscellaneous corporation (“**PREMERA**”), will acquire Premera Blue Cross’s assets, which, following the transfer of assets pursuant to this Agreement and at the time of dissolution, will include One Thousand (1,000) shares of [New Premera Blue Cross Corp.’s] (“**New Premera Blue Cross**”) no par value common stock, representing 100% of the issued and outstanding shares of New Premera Blue Cross’s common stock;

WHEREAS, [New PREMERA Corp.], a Washington corporation (“**New PREMERA**”), became a licensee of the Blue Cross and Blue Shield Association (the “**BCBSA**”) upon consummation of the series of transactions contemplated by the Plan of Conversion (the “**Plan of Conversion**”) attached as Exhibit A-4 to the Statement Regarding the Acquisition of Control of a Domestic Health Carrier and a Domestic Insurer which was filed by PREMERA on behalf of New PREMERA with the Insurance Commissioner of the State of Washington, the Attorney General of the State of Washington, the Alaska Division of Insurance and the Oregon Insurance Division on September 17, 2002, thereby enabling New PREMERA to use the “Blue Cross” and “Blue Shield” names and related rights; and

WHEREAS, the execution and delivery of this Agreement is part of the Plan of Conversion and is pursuant to a plan of reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended (the “**Code**”), pursuant to which Premera Blue Cross, following the transfer of assets to Premera of Alaska pursuant to this Agreement and receipt of the Premera of Alaska stock, transfers all of its assets and liabilities to New Premera Blue Cross (including the Premera of Alaska stock and the stock of all of Premera Blue Cross’s other subsidiaries) in exchange for all of the stock of New Premera Blue Cross, and Premera Blue Cross immediately liquidates, distributing all of the stock of New Premera Blue Cross to PREMERA, all as approved by PREMERA as set forth on **Exhibit A** attached hereto.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements contained herein, Premera Blue Cross and Premera of Alaska hereby agree as follows:

## **AGREEMENT**

### **Section 1. TRANSFER OF ASSETS**

Subject to the terms and conditions of this Agreement, as of the Closing Date, Premera Blue Cross shall convey, transfer, assign and deliver to Premera of Alaska, and Premera of Alaska shall acquire and accept from Premera Blue Cross, without reservation, all of the assets listed on Schedule 1 attached hereto (the “**Assets**”).

### **Section 2. ASSUMPTION OF LIABILITIES**

In connection with the conveyance, transfer, delivery and assignment of the Assets, upon execution and delivery of this Agreement, Premera of Alaska will assume, pay, perform and discharge when due all of the obligations of Premera Blue Cross listed on Schedule 2 attached hereto as the same shall exist on the Closing Date (the “**Assumed Liabilities**”).

### **Section 3. EXCHANGE**

In consideration for the Assets, Premera of Alaska shall issue to Premera Blue Cross One Thousand (1,000) shares of its One Dollar (\$1.00) par value common stock (the “**Common Stock**”), representing 100% of the issued and outstanding shares of Common Stock of Premera of Alaska, and assume, as of the Closing Date, the Assumed Liabilities set forth in Section 2 above.

### **Section 4. CLOSING DATE**

The transfer provided for herein shall be consummated on the Closing Date at such place and at such time (the “**Effective Time**”) as the parties hereto may agree. All Assets shall be deemed transferred as of the Effective Time and all documents delivered on the Closing Date shall reflect the transfers occurring at the Effective Time.

### **Section 5. MISCELLANEOUS**

**5.1 Further Acts.** Each party hereto agrees that, as requested by the other party after the Closing Date, it will do all such further acts as may be required to effectuate the consolidation contemplated hereby.

**5.2 Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to Washington’s conflict of law or choice of law rules. The parties irrevocably submit to the exclusive jurisdiction of the state and federal courts situated in King County, Washington in any proceeding relating to this Agreement, and agree that any process or summons in any such action may be served by providing to the party a copy thereof in accordance with the notice provisions of this Agreement.

**5.3 Fair Construction.** This Agreement is the product of negotiation and shall be deemed to have been drafted by all of the parties. It shall be construed in accordance with the fair meaning of its terms and its language shall not be strictly construed against, nor shall ambiguities be resolved against, any particular party.

**5.4 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**5.5 Descriptive Headings.** The descriptive headings used herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

**5.6 Severability.** In the event that any one or more of the provisions contained herein, or the application thereof in any circumstances, shall be held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be in any way impaired thereby, it being intended that all remaining provisions contained herein shall not be in any way impaired thereby.

*(the remainder of this page intentionally left blank)*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**PREMERA BLUE CROSS,**  
a Washington nonprofit corporation

\_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

**PREMERA BLUE CROSS BLUE SHIELD OF ALASKA CORP.,**  
an Alaska corporation

\_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**

**ACKNOWLEDGEMENT AND CONSENT  
OF  
PREMERA**

**SCHEDULE 1**

**ASSETS**

**SCHEDULE 2**  
**ASSUMED LIABILITIES**